

# **EXHIBIT 5**

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**UNITED STATES DISTRICT COURT FOR THE  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION**

ARACELY SOUCEK, individually and as next friend of minor plaintiff N.S., YANIV DE RIDDER, individually and as next friend of minor plaintiff T.D., DANIELLE SASS, individually and as next friend of minor plaintiff L.C., DAVID L. GENTRY, individually and as next friend of minor plaintiff L.G., and on behalf of all others similarly situated,

## Plaintiffs,

V.

ROBLOX CORPORATION, SATOZUKI  
LIMITED B.V., STUDS  
ENTERTAINMENT LTD., and  
RBLXWILD ENTERTAINMENT LLC,

### Defendants.

Case No. 3:23-cv-04146-VC

**PLAINTIFF ARACELY SOUCEK AND N.S.'S  
RESPONSE TO DEFENDANT ROBLOX  
CORPORATION'S FOURTH SET OF  
INTERROGATORIES**

Judge: Hon. Vince Chhabria

1                   **PLAINTIFFS ARACELY SOUCEK AND N.S.' RESPONSES TO DEFENDANT ROBLOX'S**  
 2                   **FOURTH SET OF INTERROGATORIES**

3                   Pursuant to Federal Rule of Civil Procedure 26 and 33 and Civil Local Rule 33, Plaintiffs Aracely  
 4                   Soucek and N.S. ("Plaintiffs") respond as follows to Defendant Roblox Corporation's ("Roblox") Fourth  
 5                   Set of Interrogatories:

6                   **GENERAL RESPONSES**

7                   1.       Plaintiffs' responses to the Interrogatories are made to the best of their present knowledge,  
 8                   information, and belief. Discovery is ongoing in this matter and these Responses are at all times subject  
 9                   to such additional or different information that discovery or further investigation may disclose. Plaintiffs  
 10                  reserve the right to supplement or amend any of their responses should future investigation indicate that  
 11                  such supplementation or amendment is necessary.

12                  2.       To the extent Plaintiffs agree to respond to any Interrogatory, Plaintiffs will only produce  
 13                  non-privileged, responsive information in their possession, custody, or control, and in accordance with  
 14                  the Stipulated Protective Order, ECF No. 81, or the Stipulated ESI Order, ECF No. 96 ("Orders").

15                  4.       Plaintiffs reserve all objections or other questions as to the competency, relevance,  
 16                  materiality, privilege, or admissibility as evidence in any subsequent proceeding in, or trial of this or any  
 17                  other action, for any purpose whatsoever of this response and any document, thing, or information  
 18                  produced in response to any Interrogatory.

19                  5.       Plaintiffs reserve the right to object on any ground at any time to any additional or  
 20                  supplemental Interrogatories as Roblox may at any time propound involving or relating to the subject  
 21                  matter of these Interrogatories.

22                  6.       Plaintiffs object to each Definition, Instruction, and Interrogatory to the extent that it  
 23                  purports to impose any requirement or discovery obligation greater than or different from those set forth  
 24                  in the Federal Rules of Civil Procedure, the Civil Local Rules, and any Orders of the Court.

25                  7.       Plaintiffs object to all Definitions, Instructions, and Interrogatories, insofar as they seek  
 26                  information protected by the attorney-client privilege, the work product doctrine, the common interest  
 27                  privilege, or any other applicable privilege or protection under the law. Such information shall not be  
 28                  produced in response to any Interrogatory, and any inadvertent production thereof shall not be deemed a  
 waiver of any privilege or right with respect to such documents or information or of any applicable work  
 product doctrine.

1       8. Plaintiffs object to all Definitions, Instructions, and Interrogatories to the extent they  
 2 purport to enlarge, expand, or alter in any way the plain meaning and scope of any specific request on  
 3 the ground that such enlargement, expansion, or alteration renders said request vague, ambiguous,  
 4 unintelligible, unduly broad, and uncertain.

5       9. Plaintiffs object to the Interrogatories to the extent the information sought is already  
 6 within the possession, custody, or control of Defendants, thus rendering Roblox's Interrogatories unduly  
 7 burdensome.

8       10. Plaintiffs incorporate by reference all previous objections included in Plaintiffs'  
 9 Responses to Roblox's first, second, and third set of Interrogatories, and the accompanying letters related  
 10 to the parties' meet and confers about said Interrogatories.

11      11. Plaintiffs are willing to meet and confer with Roblox regarding any response or objection  
 12 to the Interrogatories.

#### **OBJECTIONS TO ROBLOX'S DEFINITIONS AND INSTRUCTIONS**

13      1. Plaintiffs object to the definition of "ACTION" (Def. No. 1) as overbroad and irrelevant  
 14 to the extent that it includes *Colvin v. Roblox*, No. 3:23-cv-4146 (N.D. Cal.) ("Colvin") and *Gentry v.*  
 15 *Roblox*, No. 3:24-cv-1593 (N.D. Cal.) "at any stage of the proceedings," and especially "prior to  
 16 consolidation." Plaintiffs will interpret ACTION consistent with Roblox's definition of COMPLAINT  
 17 (Def. No. 7) as "the First Amended Consolidated Class Action Complaint for Damages"—and interpret  
 18 ACTION as encompassing only *Soucek v. Roblox*, No. 3:23-cv-4146 (N.D. Cal.). Plaintiffs further object  
 19 to the definition of the term "ACTION" (Def. No. 1) as irrelevant, confusing, and vague and ambiguous,  
 20 insofar as this term is not used in any Interrogatory, and therefore the import of its inclusion here is not  
 21 clear.

22      2. Consistent with Roblox's objections to the term "Virtual Casino Websites" in Plaintiffs'  
 23 Interrogatories, Requests for Production, and Requests for Admission, Plaintiffs object to "AT-ISSUE  
 24 WEBSITES" (Def. No. 5) as overbroad, unduly burdensome, and not proportional to the needs of the  
 25 case, insofar as this definition purports to include any website besides Bloxmoon, Bloxflip, RBXFlip,  
 26 and RBLXWild, collectively or individually. Plaintiffs further object to this definition as irrelevant,  
 27 confusing, and vague and ambiguous, insofar as this term is not used in any Interrogatory, and therefore

1 the import of its inclusion here is not clear.

2       3. Plaintiffs object to the definition of “COMMUNICATION” (Def. No. 6) as overbroad,  
 3 unduly burdensome, and disproportionate to the needs of this case to the extent it would require Plaintiffs  
 4 to search documents or databases that are not reasonably accessible or are not likely to contain responsive  
 5 information. Plaintiffs will meet and confer with Roblox as needed regarding a reasonable scope for any  
 6 search for responsive documents. Plaintiffs further object to this definition as overbroad and unduly  
 7 burdensome because it seeks “any transmission or exchange of information between two or more  
 8 PERSONS by every manner or means of disclosure,” including communications made “orally,” for  
 9 which there are no record. Plaintiffs will not create any documents or compile information in a way that  
 10 is not maintained in the ordinary course in response to this Definition or any Request using this term, as  
 11 that is beyond the scope of a valid Request for Production under Fed. R. Civ. P. 34. Plaintiffs further  
 12 object to Roblox’s definition of “COMMUNICATION” insofar as it is designed to reach documents and  
 13 communication that are protected by the attorney-client privilege, work product protection, or any other  
 14 applicable privilege or protection. Plaintiffs further object to Roblox’s definition of  
 15 “COMMUNICATION” as irrelevant, confusing, and vague and ambiguous, insofar as this term is not  
 16 used in any Interrogatory, and therefore the import of its inclusion here is not clear.

17       4. Plaintiffs object to the definition of the term “COMPLAINT” (Def. No. 7) Plaintiffs object  
 18 to the definition of “COMPLAINT” (Def. No. 7) as overbroad, unduly burdensome, and not proportional  
 19 to the needs of this case insofar as it includes “ANY operative or proposed complaint that PLAINTIFFS  
 20 previously filed or file hereafter in this ACTION:” i.e., complaints that are not currently operative, drafts  
 21 that were never operative, and an undefined set of complaints that have yet to be filed. Plaintiffs will  
 22 interpret this term to refer to the operative First Amended Consolidated Class Action Complaint for  
 23 Damages, ECF No. 115. Plaintiffs further object to the definition of “COMPLAINT” as irrelevant,  
 24 confusing, and vague and ambiguous, insofar as this term is not used in any Interrogatory, and therefore  
 25 the import of its inclusion here is not clear.

26       5. Plaintiffs object to the definition of “DEFENDANTS” (Def. No. 9) as vague and  
 27 ambiguous, overbroad, and unduly burdensome insofar as it purports to require Plaintiffs to search for  
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1 and produce documents related to unnamed, unknown, and unserved individuals or entities, as well as  
 2 any of their “successor entit[ies,]” which would be impossible. If Roblox has a list of entities that it wants  
 3 Plaintiffs to consider as part of this definition, Plaintiffs will consider that. However, Plaintiffs will not  
 4 guess about what entities Roblox believes are successor entities. Plaintiffs will interpret DEFENDANTS  
 5 to include Roblox and any known, named Defendants. Plaintiffs further object to the definition of  
 6 “DEFENDANTS” as irrelevant, confusing, and vague and ambiguous, insofar as this term is not used in  
 7 any Interrogatory, and therefore the import of its inclusion here is not clear.

8       6. Plaintiffs object to the definition of “DESCRIBE” (Def. No. 10) as vague, ambiguous,  
 9 and overbroad to the extent that it purports to require Plaintiffs to “set forth ALL facts that exhaust YOUR  
 10 information, KNOWLEDGE, and belief with respect to the subject matter of the Request,” even where  
 11 such information is not within Plaintiffs’ possession, custody, and control. For example, Roblox defines  
 12 “YOUR” to include all Plaintiffs ever named in this action, including undefined individuals who have  
 13 yet to be named, or who are no longer part of this case. Plaintiffs do not necessarily possess the same  
 14 information, knowledge, and belief as these individuals, and will not endeavor to answer these  
 15 Interrogatories on their behalf. Additionally, the definition of “Describe” as written and used is broad  
 16 enough to require descriptions of irrelevant details. Plaintiffs will answer the Interrogatories to the best  
 17 of their ability with relevant information, subject to the objections described herein.

18       7. Plaintiffs object to the definition of “DOCUMENT” (Def. No. 11) as overbroad, unduly  
 19 burdensome, and not proportional to the needs of the case to the extent it would require Plaintiffs to  
 20 consider every possible electronic and non-electronic form of communicating any information of any  
 21 nature, including documents or databases that do not exist, are not reasonably accessible, or are likely to  
 22 contain responsive information. This essentially unbounded definition is unduly burdensome to Plaintiffs.  
 23 Plaintiffs further object to the phrases “books of account,” “computer-generated or stored information,”  
 24 “projections,” “sales literature,” “specifications,” “working papers,” and “information contained in any  
 25 computer or information retrieval devices” as vague and ambiguous, not reasonably accessible,  
 26 confusing, and irrelevant. Especially in the context of this case, the meaning of these phrases is not self-  
 27 evident and likely inapplicable. Plaintiffs will construe this definition to refer to reasonably accessible  
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1 documents containing relevant information with her possession, custody, or control.

2       8. Plaintiffs object to the definition of “GAMBLE, GAMBLED, and GAMBLING” (Def.  
 3 No. 13) insofar as it purports to expand this definition beyond the parties’ agreed definition: online games  
 4 in which a participant can, or in fact, did wager or bet Robux or Virtual Content. Plaintiffs will apply the  
 5 parties’ agreed-upon definition.

6       9. Plaintiffs object to the definition of “KNOWLEDGE” (Def. No. 14) as overbroad, unduly  
 7 burdensome, and vague and ambiguous, insofar as it sweeps so broadly as to include information not in  
 8 Plaintiffs’ possession, custody, or control. Plaintiffs further object to the definition of “KNOWLEDGE”  
 9 as confusing, vague, and ambiguous insofar as it includes “knowledge” in its definition and is thus  
 10 circular. Plaintiffs further object to the definition of “KNOWLEDGE” as irrelevant, confusing, and vague  
 11 and ambiguous, insofar as this term is not used in any Interrogatory, and therefore the import of its  
 12 inclusion here is not clear.

13       10. Plaintiffs object to the definition of “LAW ENFORCEMENT AGENCY” (Def. No. 15)  
 14 as irrelevant, confusing, and vague and ambiguous, insofar as this term is not used in any Interrogatory,  
 15 and therefore the import of its inclusion here is not clear.

16       11. Plaintiffs object to the definition of “MINOR PLAINTIFF” (Def. No. 16), “PARENT  
 17 PLAINTIFF” (Def. No. 18), and “PLAINTIFF (Def. No. 19) as improper, overbroad, unduly  
 18 burdensome, and seeking irrelevant information to the extent that these definitions include “ANY other  
 19 PERSON who subsequently becomes a plaintiff in this ACTION.” Plaintiffs further object to this  
 20 definition as improper, overbroad, unduly burdensome, and seeking irrelevant information to the extent  
 21 that it includes Lavina Gann and S.J., who are no longer parties to this suit. ECF No. 148. Plaintiffs will  
 22 include all presently named Plaintiffs in their search and production, excluding Lavina Gann and S.J. and  
 23 will do the same for any individuals who are named as Plaintiffs in any future complaint filed in this  
 24 litigation. However, Plaintiffs will not do so for the undefined set of individuals who are not party to this  
 25 litigation but may become a party at some point in the future.

26       12. Plaintiffs object to the definition of “OTHER DEFENDANTS” (Def. No. 17 and Def. No.  
 27 28) as irrelevant, confusing, and vague and ambiguous, insofar as this term is defined twice in varying  
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ways but not used in any Interrogatory, and therefore the import of its inclusion here is not clear. Plaintiffs further object to the definition(s) of “DEFENDANTS” as overbroad, unduly burdensome, and vague and ambiguous, insofar as it seeks information about an undefined list of “successor entit[ies].” If Roblox has a list of entities that it wants Plaintiffs to consider as part of this definition, Plaintiffs will consider that. However, Plaintiffs will not guess about what entities Roblox believes are successor entities.

13. Plaintiffs further object to the definition of “PARENT PLAINTIFF” (Def. No. 18) as irrelevant, confusing, and vague and ambiguous, insofar as this term is not used in any Interrogatory, and therefore the import of its inclusion here is not clear.

14. Plaintiffs object to the definition of “PERSON” (Def. No. 19) as irrelevant, confusing, and vague and ambiguous, insofar as this term is not used in any Interrogatory, and therefore the import of its inclusion here is not clear.

15. Plaintiffs object to the definition of “PLAINTIFF[s]” (Def. No. 20) to the extent that they purport to include “any other PERSON acting or purporting to act on YOUR behalf” is intended to include Plaintiffs’ attorneys. Plaintiffs object to this definition as overbroad and improper and will not produce documents related to counsels’ efforts to represent Plaintiffs in this matter, which may be protected by attorney-client privilege, the work product doctrine, or any other applicable privilege. Plaintiffs will adhere to the Stipulated ESI Protocol, ECF No. 96, when searching for or logging documents and communications protected by attorney-client privilege or work product protection, or any other applicable privilege or protection.

16. Plaintiffs object to the definition of “RELEVANT TIME PERIOD” (Def. No. 21) as vague and ambiguous, insofar as it extends through “the present,” a term that is not defined and whose meaning is unclear, as it could refer to the date of service of these Interrogatories, the date of Plaintiffs’ response, or an unbounded time period that extends indefinitely into the future. Plaintiffs will interpret “RELEVANT TIME PERIOD” to extend from January 1, 2018 through the date of service of these Interrogatories on February 21, 2025.

17. Plaintiffs object to the definitions of “RELATED TO” or “RELATING TO” (Def. No. 22) as overly broad, unduly burdensome, and not proportional to the needs of the case. Plaintiffs will

1 interpret these terms consistent with the parties' prior agreement regarding this definition. Plaintiffs  
 2 further object to these definitions as irrelevant, confusing, and vague and ambiguous, insofar as the terms  
 3 are not used in any Interrogatory, and therefore the import of their inclusion here is not clear.

4       18. Plaintiffs object to the definition of "ROBLOX SERVICES" (Def. No. 25) as irrelevant,  
 5 confusing, and vague and ambiguous, insofar as the term is not used in any Interrogatory, and therefore  
 6 the import of its inclusion here is not clear. Plaintiffs further object to the definition of the term  
 7 "ROBLOX SERVICES" insofar as it uses the phrase "VIRTUAL CONTENT" in its definition, which  
 8 Roblox does not define in these Interrogatories. Plaintiffs will interpret this term consistent with their  
 9 definition of "ROBLOX VIRTUAL CONTENT" below.

10     19. Plaintiffs object to the definition of "ROBLOX PLATFORM" as vague, ambiguous, and  
 11 confusing because its definition is circular and does not specify which versions of the Roblox platform it  
 12 includes. Plaintiffs will interpret this term as referring to the Roblox website and the desktop version of  
 13 Roblox.

14     20. Plaintiffs object to the definition of "ROBLOX VIRTUAL CONTENT" (Def. No. 26)  
 15 irrelevant, confusing, and vague and ambiguous, insofar as the terms is not used in any Interrogatory, and  
 16 therefore the import of its inclusion here is not clear. Plaintiffs will interpret this term as synonymous in  
 17 meaning and equal in scope to the usage of the term "Virtual Content" in section 4 of Roblox's operative  
 18 terms of use as of the date of these Responses.

19     21. Plaintiffs object to the definition of "ROBUX" (Def. No. 27) insofar as Roblox includes  
 20 improper argument within its definition, claiming that Robux are "not a substitute for real currency, do  
 21 not earn interest, AND have no equivalent value in real currency." This is belied by the facts, Roblox's  
 22 business model, discovery produced to date, and Roblox's representations in this case and others—in  
 23 which it has assigned a per Robux value. Roblox further assigns real-world value to Robux on its website,  
 24 both when purchasing this virtual currency and when exchanging Robux with DevEx users. Therefore,  
 25 this term is vague and ambiguous and its definition is not clear, since it relies on a self-serving, incomplete  
 26 hypothetical. Plaintiffs will not guess about what Roblox intends to include and exclude from this  
 27 definition, especially since the term ROBUX does not appear in any Interrogatory, and is therefore  
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1 || objectionable as irrelevant.

22. Plaintiffs object to the definition of “YOU” and “YOUR” (Def. No. 29) as improper,  
overbroad, unduly burdensome, and seeking irrelevant information to the extent that it includes Lavina  
Gann and S.J., who are no longer parties to this suit. ECF No. 148. Plaintiffs further object this definition  
as improper, overbroad, unduly burdensome, and seeking irrelevant information to the extent that it  
includes “ANY other individual named as a plaintiff in ANY COMPLAINT filed hereafter.” Plaintiffs  
will include all presently named Plaintiffs in their search and production, excluding Lavina Gann and  
S.J., and will do the same for any individuals who are named as Plaintiffs in any future complaint filed  
in this litigation. However, Plaintiffs will not do so for individuals who are not party to this litigation,  
including the undefined set of individuals who are not party to this litigation but may become a party at  
some point in the future.

12        23. Plaintiffs object to the definition of “YOUR COUNSEL” (Def. No. 30) because it targets  
13 Plaintiffs’ counsel, who are not parties to this litigation. Plaintiffs will not produce documents protected  
14 by the attorney-client privilege, the work product doctrine, or any other applicable privilege or protection.  
15 Plaintiffs will adhere to the Stipulated ESI Protocol, ECF No. 96, when searching for or logging  
16 documents and communications protected by attorney-client privilege or work product protection, or any  
17 other applicable privilege or protection.

18       24. Plaintiffs object to Instruction No. 2 insofar as it purports to impose requirements different  
19 from those contained in the parties' Stipulated Protective Order, ECF No. 81, or Stipulated ESI Order,  
20 ECF No. 96.

21       25. Plaintiffs object to Instruction No. 5 insofar as it purports to impose requirements different  
22 from those contained in the parties' Stipulated Protective Order, ECF No. 81, or Stipulated ESI Order,  
23 ECF No. 96.

24       26. Plaintiffs object to Instruction No. 7 insofar as it purports to impose requirements different  
25 from those enumerated in the Federal Rules of Evidence, the parties' Stipulated Protective Order, ECF  
26 No. 81, or Stipulated ESI Order, ECE No. 96.

## **OBJECTIONS TO ALL INTERROGATORIES**

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**PLAINTIFFS' RESPONSES TO DEFENDANT ROBLOX'S  
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1           The following objections apply to and are incorporated by reference into each and every response  
 2 to the separately numbered Interrogatories as if set forth in full therein. A specific response may repeat  
 3 one of these objections for emphasis or for some other reason. The failure to repeat any of these objections  
 4 in any specific response shall not be interpreted as a waiver of any objection to that response.

5           1. Plaintiffs' responses, regardless of whether they include a specific objection, do not  
 6 constitute an adoption or acceptance of the definitions and instructions that Roblox seeks to impose.

7           2. Plaintiffs object to each Definition, Instruction, and Interrogatory herein to the extent that  
 8 they do not describe each category of information with reasonable particularity, and/or are otherwise  
 9 vague, ambiguous, overbroad, unduly burdensome, and/or disproportionate to the needs of the litigation.

10          3. Plaintiffs object to each Definition, Instruction, and Interrogatory to the extent they seek  
 11 to impose obligations in excess of or otherwise different from those imposed by the Federal Rules of  
 12 Civil Procedure, Federal Rules of Evidence, Local Rules of the United States District Court for the  
 13 Northern District of California, or any other applicable federal or state law. Plaintiffs will comply with  
 14 applicable rules, laws, and court orders.

15          4. Plaintiffs object to the Interrogatories to the extent that they seek confidential personal  
 16 information. Responsive information, if discoverable, will be provided subject to the terms of the  
 17 Stipulated Protective Order. ECF No. 81. Plaintiffs reserve the right to seek additional protections beyond  
 18 those provided in the Protective Order to the extent appropriate for any particularly sensitive documents  
 19 and/or to object to their production altogether if, for example, their relevance is substantially outweighed  
 20 by the risk of harm posed by their production in light of the protections available.

21          5. Plaintiffs object to the Definitions and Interrogatories to the extent they seek information  
 22 that is not relevant to the issues in this case because it is not related to Roblox, the VC Websites, the VC  
 23 Defendants, or Illegal Robux and/or Virtual Content Gambling that occurs off-Platform through use of  
 24 the Roblox Platform and technology. Plaintiffs reserve their right to revise her scope objection for  
 25 purposes of dispositive motions and trial.

26          6. Plaintiffs object to the Interrogatories to the extent that they are cumulative, irrelevant,  
 27 overbroad, unduly burdensome, and not reasonably calculated to lead to the discovery of admissible  
 28 evidence, including because they seek information not in Plaintiffs' possession, custody, or control.

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1       7. Plaintiffs object to the Interrogatories to the extent they call for a response that assumes  
 2 the premise of the Interrogatory, including to the extent they explicitly or implicitly characterize facts,  
 3 events, circumstances, or issues relating to the subject of this litigation.

4       8. Plaintiffs' failure to object to any Interrogatory or these Interrogatories on a particular  
 5 ground shall not be construed as a waiver of their right to object on that ground or any additional ground  
 6 at any time.

## **RESPONSES AND OBJECTIONS TO SPECIFIC INTERROGATORIES**

8       **INTERROGATORY No. 12:** DESCRIBE ALL bases for YOUR CONTENTION that ROBLOX breached  
 9 a legal duty to reasonably manage the ROBLOX PLATFORM that YOU CONTEND IT owed to YOU.

10     **RESPONSE TO INTERROGATORY No. 12:**

11     Plaintiffs object to Interrogatory No. 12 to the extent that it is compound and contains two distinct  
 12 subparts, each of which purports to require a separate response: (1) DESCRIBE ALL bases for YOUR  
 13 CONTENTION that ROBLOX owed a duty to reasonably manage the ROBLOX PLATFORM; and (2)  
 14 DESCRIBE ALL bases for YOUR CONTENTION that ROBLOX breached that legal duty to  
 15 reasonably manage the ROBLOX PLATFORM. Roblox's labeling of this as a single "Interrogatory No.  
 16 12" is thus inaccurate and misleading, as Plaintiffs understand this Interrogatory to make at least two  
 17 separate requests. Plaintiffs therefore count these as Roblox's thirtieth and thirty-first Interrogatories.  
 18 See *American Bankers Ins. Co. of Florida v. National Fire Ins. Co. of Harford*, 2020 WL 8996760, at  
 19 \*2 (N.D. Cal. July 9, 2020); *Trevino v. ACB American, Inc.*, 232 F.R.D. 612, 614 (N.D. Cal. 2006).

20     Plaintiffs further object to Interrogatory No. 12 as vague and ambiguous, insofar as the terms  
 21 "CONTENTION," "CONTEND," "bases," "legal duty," "reasonably manage," and "owed" are not  
 22 defined. Roblox's sweeping use of such broad and undefined terms improperly purports to "ask the  
 23 plaintiff[s] to repeat [their] allegations" in the complaint, which explains the bases for Roblox's breach  
 24 of duty. *Grouse River Outfitters Ltd. v. Netsuite, Inc.*, 2017 WL 1330202, at \*2 (N.D. Cal. Apr. 6, 2017).  
 25 Accordingly, Interrogatory No. 12 is overbroad, unduly burdensome, and not proportional to the needs  
 26 of this case.

27     Furthermore, Interrogatory No. 12 is objectionable insofar as it prematurely seeks legal  
 28

1 conclusions: “broad interrogatories . . . that track a plaintiffs’ complaint” are improper at this stage of  
 2 this case’s pretrial proceedings. *Id.* (quoting *In re eBay Seller Antitrust Litig.*, 2008 WL 5212170, at\*2  
 3 (N.D. Cal. Dec. 11, 2008)). In this case, no discovery cutoff has been set, no expert reports, motion for  
 4 summary judgment, or motion for class certification has been filed, and the parties are seeking an  
 5 extension of all deadlines (including deadlines to file expert reports, move for class certification, and  
 6 amend the complaint), which are currently stayed. ECF No. 135. Roblox provides no basis for seeking  
 7 such sweeping information under these circumstances. Plaintiffs further object to Interrogatory No. 12  
 8 as overbroad and unduly burdensome insofar as it seeks a description of “ALL bases” supporting every  
 9 allegation in the operative complaint. *Campbell v. Facebook, Inc.*, 2015 WL 3533221, at \*5 (N.D. Cal.  
 10 June 3, 2015) (“contention interrogatories are often overly broad and unduly burdensome when they  
 11 require a party to state every fact or all facts”) (cleaned up).

12 Plaintiffs further object to Interrogatory No. 12 insofar as it seeks protected communications  
 13 between Plaintiffs’ counsel and experts, and improperly seeks the early disclosure of expert opinion.  
 14 Neither party has designated class certification or merits experts under the operative case schedule,  
 15 which is currently stayed. Insofar as this Interrogatory seeks information considered by as-yet  
 16 undisclosed experts, it purports to seek premature disclosure of expert opinions in violation of Rule  
 17 26(a)(2)(d) and the current case schedule.

18 Plaintiffs further object to Interrogatory No. 12 insofar as it is targeted at Plaintiffs’ counsel and  
 19 seeks information protected by the work-product doctrine, attorney-client privilege, or any other  
 20 applicable privilege or protection.

21 Subject to and without waiving the foregoing objections, Plaintiffs respond as follows: pursuant  
 22 to Federal Rule of Civil Procedure 33(a)(1), Roblox is permitted to serve “no more than 25 written  
 23 interrogatories, including discrete subparts.” *See Fed. R. Civ. P. 33(a)(1)*. As previously stated, what  
 24 Roblox calls its “Interrogatory No. 12” is actually its thirtieth and thirty-first Interrogatories, which  
 25 exceeds the limit set by the Federal Rules. Therefore, given Roblox’s refusal to comply with the Federal  
 26 Rules of Civil Procedure, Plaintiffs are under no obligation to provide a response, and will not do so.  
 27 Plaintiffs reserve all rights.

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1  
2 **INTERROGATORY NO. 13:** For EACH claim asserted on behalf of EACH proposed class AND state  
3 subclass that YOU have alleged AND/OR for which YOU will seek class certification, DESCRIBE  
4 ALL bases for YOUR contention that the proposed class AND/OR subclass(e) can be certified under  
5 Federal Rule of Civil Procedure 23(a), 23(b)(2), AND 23(b)(3).

6 **RESPONSE TO INTERROGATORY NO. 13:**

7 Plaintiffs object to this Interrogatory to the extent that it is compound and contains multiple  
8 subparts that seek the bases for certification of “EACH claim asserted on behalf of “EACH proposed  
9 class AND state subclass . . under Federal Rule of Civil Procedure 23(a), 23(b)(2), AND 23(b)(3).  
10 Roblox’s labeling of this as a single “Interrogatory No. 13” is thus inaccurate and misleading, as  
11 Plaintiffs understand this Interrogatory to make at least 75 separate requests of Plaintiffs, given that the  
12 operative complaint in this matter contains five causes of action and five proposed classes, ECF No.  
13 115, and that Roblox purports to request the bases for certification of each claim for each class under  
14 three separate provisions of Federal Rule of Civil Procedure 23. What Roblox calls its “Interrogatory  
15 No. 13” is thus actually 75 separate requests, constituting its thirty-second through one hundred and  
16 seventh Interrogatories. As explained above, the Federal Rules of Civil Procedure permit a party to  
17 serve “no more than 25 written interrogatories, including discrete subparts.” See Fed. R. Civ. P. 33(a)(1);  
18 see also *American Bankers Ins. Co. of Florida v. National Fire Ins. Co. of Harford*, 2020 WL 8996760,  
19 at \*2 (N.D. Cal. July 9, 2020); *Trevino v. ACB American, Inc.*, 232 F.R.D. 612, 614 (N.D. Cal. 2006).  
20 Accordingly, because Roblox’s “Interrogatory No. 13” constitutes at least seventy-five separate  
21 requests, comprising Roblox’s thirty-second through one hundred and seventh Interrogatories, Roblox  
22 has exceeded the limit set by the Federal Rules.

23 Plaintiffs further object to Interrogatory No. 13 as vague and ambiguous, insofar as the terms  
24 “claim,” “bases,” and “contention” are not defined. Roblox’s sweeping use of such broad and undefined  
25 terms improperly purports to “ask the plaintiff[s] to repeat [their] allegations” in the complaint, which  
26 already explains the bases for class certification. *Grouse River Outfitters Ltd. v. Netsuite, Inc.*, 2017 WL  
27 1330202, at \*2 (N.D. Cal. Apr. 6, 2017); ECF No. 115 at ¶¶ 181-191. Accordingly, Interrogatory No. 13

1 is overbroad, unduly burdensome, and not proportional to the needs of the case.

2 Furthermore, Interrogatory No. 13 is objectionable insofar as it prematurely seeks legal  
 3 conclusions: “broad [contention] interrogatories . . . that track a plaintiffs’ complaint” are improper at  
 4 this stage of this case’s pretrial proceedings. *Id.* (quoting *In re eBay Seller Antitrust Litig.*, 2008 WL  
 5 5212170, at\*2 (N.D. Cal. Dec. 11, 2008)). In this case, no discovery cutoff has been set, no expert  
 6 reports, motion for summary judgment, or motion for class certification has been filed, and the parties  
 7 are seeking an extension of all deadlines (including deadlines to file expert reports, move for class  
 8 certification, and amend the complaint), which are currently stayed. ECF No. 135. Roblox provides no  
 9 basis for seeking such sweeping information under these circumstances. Plaintiffs further object to  
 10 Interrogatory No. 13 as overbroad and unduly burdensome insofar as it seeks a description of “ALL  
 11 bases” supporting class certification. *See Campbell v. Facebook, Inc.*, 2015 WL 3533221, at \*5 (N.D.  
 12 Cal. June 3, 2015) (“contention interrogatories are often overly broad and unduly burdensome when  
 13 they require a party to state every fact or all facts”) (cleaned up); *Slavkov v. Fast Water Heater Partners  
 14 I, LP*, 2015 WL 6658170, at \*2 (N.D. Cal. Nov. 2, 2015) (sustaining objection to contention  
 15 interrogatories that would require a premature “preview” of class certification arguments).

16 Plaintiffs further object to Interrogatory No. 13 insofar as it seeks protected communications  
 17 between Plaintiffs’ counsel and experts, and improperly seeks the early disclosure of expert opinion.  
 18 Neither party has designated class certification or merits experts under the operative case schedule,  
 19 which is currently stayed. Insofar as this Interrogatory seeks information considered by as-yet  
 20 undisclosed experts, it purports to seek premature disclosure of expert opinions in violation of Rule  
 21 26(a)(2)(d) and the current case schedule.

22 Plaintiffs further object to Interrogatory No. 13 insofar as it is targeted at Plaintiffs’ counsel and  
 23 seeks information protected by the work-product doctrine, attorney-client privilege, or any other  
 24 applicable privilege or protection.

25 Subject to and without waiving the foregoing objections, Plaintiffs respond as follows: pursuant  
 26 to Federal Rule of Civil Procedure 33(a)(1), Roblox is permitted to serve “no more than 25 written  
 27 interrogatories, including discrete subparts.” *See Fed. R. Civ. P. 33(a)(1)*. As previously stated, what  
 28

1 Roblox calls its “Interrogatory No. 13” is actually its thirty-second through one hundred and seventh  
2 Interrogatories, which exceeds the limit set by the Federal Rules. Therefore, given Roblox’s refusal to  
3 comply with the Federal Rules of Civil Procedure, Plaintiffs are under no obligation to provide a  
4 response, and will not do so. Plaintiffs reserve all rights.

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7 DATED: March 24, 2025

Respectfully submitted,

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/s/  
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*Attorneys for Plaintiffs and the Proposed Class*

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PLAINTIFFS’ RESPONSES TO DEFENDANT ROBLOX’S  
FOURTH SET OF INTERROGATORIES

Case No.: 3:23-cv-04146-VC

**VERIFICATION OF ANSWERS TO FOURTH SET OF INTERROGATORIES**

I, Aracely Soucek, am a named Plaintiff and next friend of minor Plaintiff, N.S., in the above-captioned action. I believe, based on reasonable inquiry, that the foregoing answers are true and correct to the best of my knowledge, information, and belief.

I verify under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Date: March 24, 2025

Aracely Soucek

1                   **CERTIFICATE OF SERVICE**

2                   The undersigned hereby certifies that a copy of the foregoing was served via electronic mail on  
3 March 24, 2025 to the following counsel for Defendant Roblox Corporation:

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